

***United States Court of Appeals  
for the Second Circuit***



**EXHIBITS**



ORIGINAL

74-1598

B  
P/S

**United States Court of Appeals**

**For the Second Circuit.**

RENEE KALSCHEUR, a minor, by her parents and natural guardians,  
NORBERT KALSCHEUR and ISABEL KALSCHEUR, and NORBERT  
KALSCHEUR and ISABEL KALSCHEUR, in their own right,  
*Plaintiffs-Appellees,*

*against*

JACK ROUNICK and LOIS ROUNICK,  
*Defendants-Appellants,*  
*and*

215 EAST 68TH STREET, INC.,  
*Defendant-Appellant.*

ON APPEAL FROM THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK.

**EXHIBIT VOLUME.**

DANIEL J. COUGHLIN,  
*Attorney for Defendants-Appellants,*  
*Jack Rounick and Lois Rounick,*  
110 William Street,  
New York, N. Y. 10038  
(212) BE 3-5010.

McLAUGHLIN, FISCELLA & GERVAIS,  
*Attorneys for Defendant-Appellant,*  
215 East 68th Street, Inc.,  
80 John Street,  
New York, N. Y. 10038  
(212) 248-4430.

NORMAN J. LANDAU,  
*Attorney for Plaintiffs-Appellees,*  
233 Broadway,  
New York, N. Y. 10007  
(212) WO 2-7545.

*Of Counsel,*  
KREMER, KRUMSKY & LUTERMAN, P. C.,  
One East Penn Square,  
Philadelphia, Pa. 19107  
(215) LO 4-3606.

THE REPORTER COMPANY, INC., New York, N. Y. 10007—212 782-6978—1974

(4031)

6



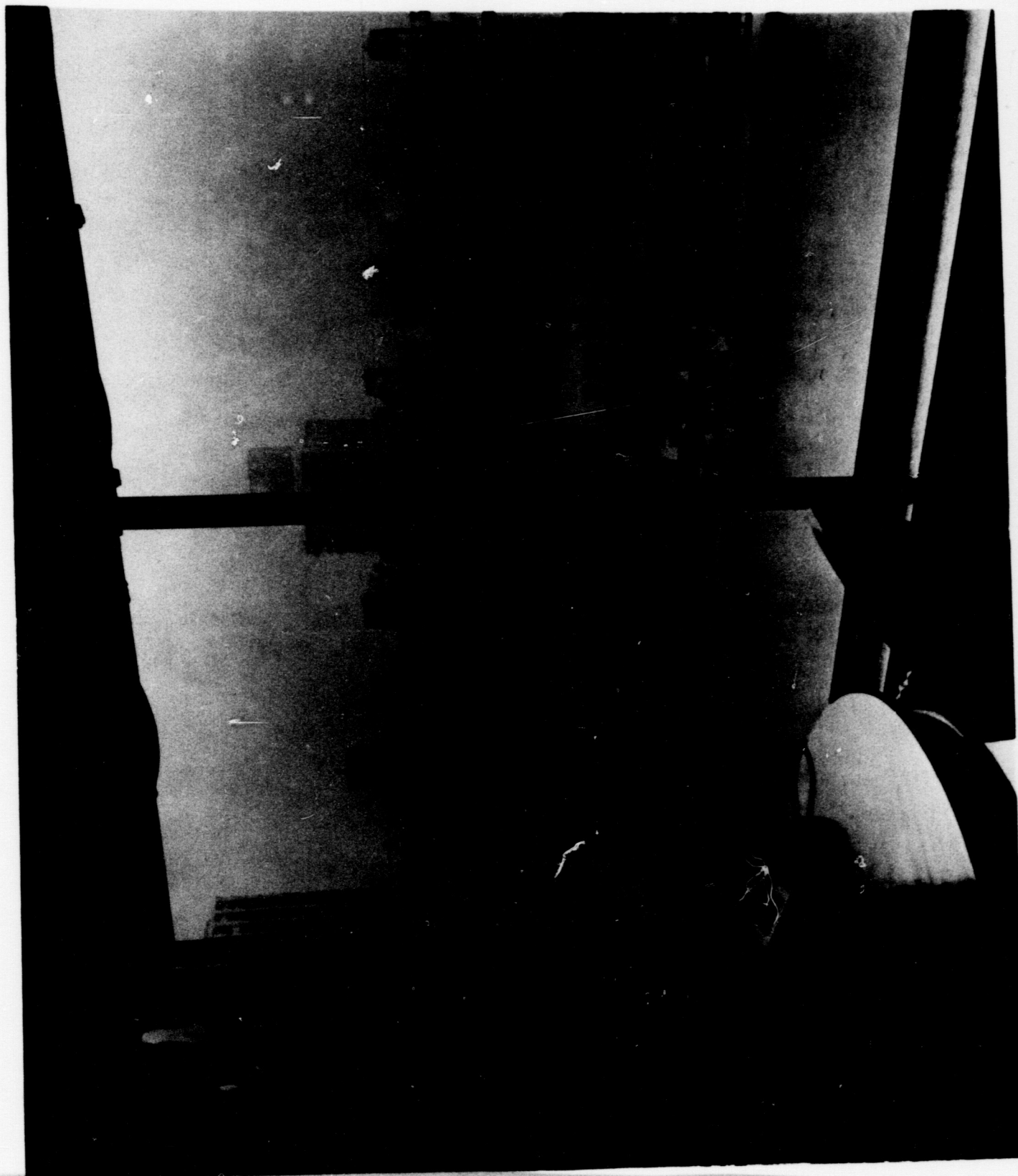
INDEX TO EXHIBIT VOLUME.

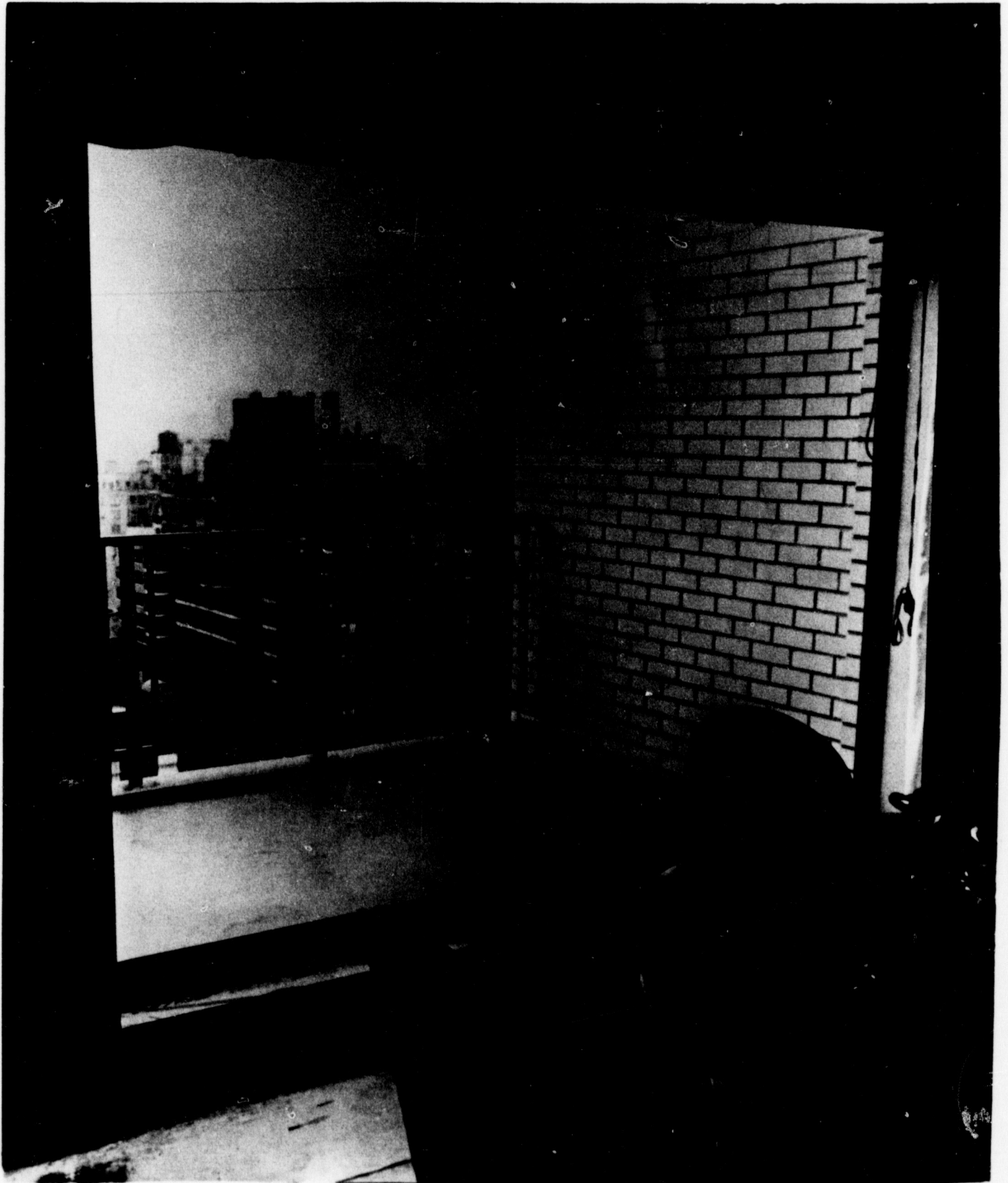
PLAINTIFFS' EXHIBITS:

	Page
1. Photograph of dining area with terrace . . . . .	275a
2. Photograph of dining area, showing window . . . . .	276a
3. Photograph of door . . . . .	277a
4. Photograph of door looking at dining room from terrace . . . . .	278a

DEFENDANT 215 EAST 68TH STREET'S EXHIBITS:

2. U. S. Dept. of Commerce climatological charts for June and July 1968 . . . . .	279a
3. Page of New York Times dated July 10, 1968 . . . . .	283a
4. File records of defendant 215 East 68th Street, Inc. and Rubin Management Company . . . . .	284a
5. Lease signed by Samuel Rudin as owner and Jack Rounick as tenant . . . . .	287a











# LOCAL CLIMATOLOGICAL DATA

U. S. DEPARTMENT OF COMMERCE - C. R. SMITH, Secretary

NEW YORK METEOROLOGICAL OBS.  
CENTRAL PARK  
JUNE 1968

ENVIRONMENTAL SCIENCE SERVICES ADMINISTRATION -- ENVIRONMENTAL DATA SERVICE

Latitude 40° 47' N Longitude 73° 58' W Elevation (ground) 132 ft. Standard time used: EASTERN

Date	Temperature (°F)						Weather types shown by code 1-9 on dates of occurrence 1 2 3 4 5 6 7 8 9 Fog Heavy Fog Thick Fog Snow Sleet Ice Clouds Smoke Haze Blowing Snow	Snow, Sleet, or Ice on ground at 07AM (in.)	Precipitation		Avg. station pressure (in.) Elev. feet m.s.l.	Wind			Sunshine		Sky cover (Tenths)		Date		
	Maximum	Minimum	Average	Departure from normal	Average dew point	Degree days (Base 65°)			Total (Water equivalent) (in.)	Snow, sleet (in.)		Resultant direction	Resultant speed (m.p.h.)	Average speed (m.p.h.)	Fastest mile		Total (Hours and tenths)	Percent of possible		Sunrise to sunset	Midnight to midnight
															Speed (m.p.h.)	Direction					
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
1	77	55	66	-2	51	0		0	0	29.91	27	2.3	6.0	12	S	13.5	90				
2	70	58	64	-4	57	1		0	0	29.81	17	3.5	5.5	12	SE	0.3	2				
3	81	59	70	2	56	0	3	0	0	29.70	22	3	4.6	15	SW	7.2	48				
4	76	57	67	-2	50	0		0	0	29.78	32	4.8	6.8	16	NW	12.8	86				
5	83	59	71	2	54	0		0	0	29.90	23	2.5	4.9	13	SW	15.0	100				
6	93	68	81	12	57	0		0	0	29.84	25	5.9	7.3	13	SW	15.0	100				
7	91	71	81	12	59	0		0	0	29.85	24	5.8	6.3	13	SW	15.0	100				
8	82	64	73	3	59	0		0	0	29.92	06	2.1	6.5	17	NE	15.0	100				
9	88	65	77	7	65	0		0	0	29.85	20	3.7	6.5	16	W	9.6	64				
10	76	58	67	-3	57	0		0	0	29.89	06	8.5	10.5	18	NE	0.0	0				
11	63	57	60	-11	55	5		0	0	29.93	05	5.6	5.6	9	NE	0.0	0				
12	69	61	65	-6	62	0	3	0	1.90	29.75	16	6.4	5.6	13	SW	0.0	0				
13	71	61	66	-5	59	0		0	0	29.64	25	2.9	4.9	15	W	1.8	12				
14	75	57	66	-5	54	0		0	0	29.85	27	6.8	6.8	10	W	7.5	50				
15	85	61	73	1	56	0		0	0	29.96	24	6.4	6.8	16	SW	14.7	98				
16	82	65	74	2	60	0		0	0	29.94	02	3.2	6.8	12	E	4.7	31				
17	73	59	66	-6	56	0		0	0	29.91	03	6.4	7.6	12	NE	2.0	13				
18	78	59	69	-3	56	0		0	0	30.01	22	2.3	5.3	12	SW	10.1	67				
19	74	61	68	-4	59	0	3	0	1.31	29.94	21	7.0	7.9	15	S	7.3	49				
20	71	57	64	-9	45	1		0	0	29.80	27	11.2	11.4	21	W	14.2	94				
21	76	53	65	-8	41	0		0	0	29.90	27	8.2	8.2	14	W	13.6	90				
22	87	65	76	3	57	0		0	0	29.82	23	10.1	10.1	22	SW	11.5	76				
23	83	65	74	1	57	0		0	0	29.86	06	3.1	5.6	12	NE	15.0	100				
24	76	65	71	-3	60	0		0	0	29.87	19	5.5	6.5	12	S	5.0	33				
25	89	70	80	6	68	0	3	0	1.13	29.70	20	1.0	5.0	14	W	7.8	52				
26	71	60	66	-8	60	0		0	0	29.58	05	13.9	14.0	21	NE	0.0	0				
27	61	57	59	-15	55	6	3	0	0	29.80	06	12.0	12.5	21	E	0.0	0				
28	68	58	63	-11	57	2		0	0	29.77	05	7.1	8.8	22	NE	1.3	9				
29	84	59	72	-3	56	0		0	0	29.92	24	8.9	9.2	16	SW	14.0	93				
30	94	72	83	8	66	0		0	0	29.88	25	9.2	9.8	16	SW	14.8	98				

Sum	2347	1836					Total	Dep.	Temperature:	Total	Total	For the month:				Total	7	Sum	Sum					
Avg.	78.2	61.2	89.7	-1.7	57		Season to date	Max	Max	Min	Min	Dep.				Date: 28	Possible	for						
							Total	Dep.	< 32°	> 90°	< 12°							month	Avg.					
• Extremes for the month: May be the										Grandest in 34 years										451.2		55		

\* Extreme for the month. May be the last of more than one occurrence.  
- Below zero temperatures or negative departure from normal.  
T In columns 9, 10, and 11 and in the Hourly Precipitation table indicates an amount too small to measure.  
X Heavy fog — visibility is mile or less.

## HOURLY PRECIPITATION (Liquid in Inches)

Date	A. M. Hour ending at												P. M. Hour ending at										Date
	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	
1																							1
2																							2
3																							3
4																							4
5																							5
6																							6
7																							7
8																							8
9																							9
10																							10
11																							11
12																							12
13																							13
14																							14
15																							15
16																							16
17																							17
18																							18
19																							19
20																							20
21																							21
22																							22
23																							23
24																							24
25																							25
26																							26
27																							27
28																							28
29																							29
30																							30

Data in columns 6, 12, 13, 14, and 15 are based on 8 observations per day at 3-hour intervals. Wind directions are those from which the wind blows. Resultant wind is the vector sum of wind directions and speeds divided by the number of observations. Figures for directions are in tens of degrees from true North, i.e., 09 = East, 18 = South, 27 = West, 36 = North, and 00 = Calm. When directions are in tens of degrees in Col. 17, entries in Col. 16 are fastest observed 1-minute speeds. If the 'x' appears in Col. 17, speeds are gusts. Any errors detected will be corrected and changes in summary data will be annotated in the annual Summary if published.

Subscription Price: Local Climatological Data \$1.00 per year including annual Summary if published. Single copy, 10 cents for monthly Summary; 15 cents for annual Summary. Checks or money orders should be made payable and remittances and correspondence should be sent to the Superintendent of Documents, U. S. Government Printing Office, Washington, D. C. 20402.

I certify that this is an official publication of the Environmental Science Services Administration, and is compiled from records on file at the National Weather Records Center, Asheville, North Carolina, 28801.

*William H. Haggard*  
Director, National Weather Records Center

AVERAGES BY HOURS										Resultant wind	
Hour	Max. wind (m.p.h.)	Station pressure (in.)	Dry bulb (°F)	Wet bulb (°F)	Rel. hum. %	Dew point (°F)	Wind speed (m.p.h.)	Direction	Speed (m.p.h.)	Direction	
01	29.84	65	60	76	57	6.7	24	1.5			
04	29.84	63	59	80	56	6.1	28	.7			
07	29.86	64	60	78	56	6.6	34	1.3			
10	29.86	71	62	64	57	7.9	31	1.3			
13	29.84	75	64	57	57	7.9	27	1.7			
16	29.82	75	64	57	57	9.0	26	2.4			
19	29.82	71	63	64	57	7.9	20	1.7			
22	29.85	68	61	70	57	7.4	22	2.0			

USCMB ESSA ASHVEHLE 1750

USCOMM-ESSA-ASHVILLE 1750

[illegible]

NYC-Dec.



## LOCAL CLIMATOLOGICAL DATA

U. S. DEPARTMENT OF COMMERCE - C. R. SMITH, Secretary

NEW YORK METEOROLOGICAL OBS.  
CENTRAL PARK  
JULY 1968ENVIRONMENTAL SCIENCE SERVICES ADMINISTRATION -- ENVIRONMENTAL DATA SERVICE  
Latitude 40° 47' N Longitude 72° 58' W Elevation (ground) 132 ft Standard time used: EASTERN

Date	Temperature (°F)						Weather types shown by code 1-9 on dates of occurrence 1 2 3 4 5 6 7 8 9 Fog Heavy Fog or Thunderstorm Snow Sleet or Ice on ground at Dust Storm Smoke, Haze, or Blowing Snow	Snow, Sleet, or Ice on ground at (In.)	Precipitation Total (Water equivalent) (In.)	Snow, Sleet (In.)	Avg. station pressure (In.) Elev. 87 feet m.s.l.	Wind				Sunshine		Sky cover (Tenths)		Date
	Maximum	Minimum	Average	Departure from normal	Average dew point	Degree days (Base 65°)						Resultant direction	Resultant speed (m.p.h.)	Average speed (m.p.h.)	Fastest mile Speed (m.p.h.) Direction	Total (Hours and tenths)	Percent of possible	Sunrise to sunset	Midnight to midnight	
1	97	77	87	12	67	0		0	0	0	29.86	29	7.3	8.5	14 NW	15.1	100			1
2	92	76	84	9	62	0		0	0	0	29.89	27	7.4	7.9	22 SW	15.1	87			2
3	80	69	75	-1	60	0		0	.04	0	29.99	13	1.4	6.0	16 SW	1.1	7			3
4	75	63	69	-7	58	0		0	0	0	30.03	04	1.4	4.9	11 NE	2.3	15			4
5	82	63	73	-3	56	0		0	0	0	30.07	22	2.6	4.9	12 S	15.0	100			5
6	80	64	72	-4	55	0		0	0	0	30.02	26	8.7	5.9	12 W	8.2	55			6
7	82	61	72	-4	48	0		0	0	0	30.07	27	4.7	6.0	12 S	15.0	100			7
8	86	65	76	0	60	0		0	0	0	30.08	22	7.9	8.9	16 SW	14.8	99			8
9	84	69	77	0	62	0		0	0	0	30.03	21	8.2	9.1	17 S	13.9	93			9
10	82	69	76	-1	64	0		0	0	0	29.96	12	3.4	6.3	13 E	5.3	35			10
11	78	67	73	-4	62	0		0	0	0	30.03	08	3.7	6.2	12 NE	0.6	4			11
12	84	68	76	-1	62	0		0	0	0	30.00	23	6.7	7.3	13 SW	1.3	10			12
13	88	69	79	2	64	0		0	0	0	30.00	23	4.6	5.3	11 SW	1.0	7			13
14	86	70	78	1	66	0		0	0	0	30.08	22	3.9	4.9	12 SW	8.2	55			14
15	88	72	80	3	67	0		0	0	0	30.03	24	3.0	5.6	10 S	5.3	37			15
16	97	75	86	9	66	0		0	0	0	29.89	26	3.7	5.9	11 W	14.7	99			16
17	98*	78	88	10	69	0		0	0	0	29.88	29	1.5	4.2	12 E	9.9	67			17
18	91	75	83	5	70	0		0	0	0	29.91	15	3.0	6.9	15 SW	2.0	14			18
19	89	72	81	3	68	0	3	0	.57	0	29.82	24	7.7	8.1	17 SW	0.7	4			19
20	85	68	77	-1	59	0		0	0	0	29.91	03	3.8	7.3	13 NE	12.8	87			20
21	89	64	77	-1	53	0		0	0	0	30.06	29	4.0	5.3	11 NE	14.7	100			21
22	86	70	78	0	60	0		0	0	0	30.06	23	9.3	9.4	18 SW	11.9	81			22
23	92	73	83	5	64	0		0	0	0	29.97	25	8.1	6.9	13 SW	11.3	77			23
24	87	71	79	1	65	0	3	0	2.02	0	29.94	23	1.5	6.3	28 SW	2.4	17			24
25	84	72	78	0	63	0		0	0	0	29.89	27	3.9	6.9	14 W	5.9	40			25
26	85	68	77	-1	55	0		0	0	0	30.02	03	1.7	6.6	15 NE	14.3	98			26
27	82	67	75	-3	58	0		0	0	0	29.97	23	7.9	8.1	16 SW	9.0	62			27
28	87	68	78	1	60	0		0	0	0	29.74	25	6.8	9.2	16 W	5.1	35			28
29	82	61	72	-5	47	0		0	0	0	29.94	27	6.1	6.9	17 W	14.0	97			29
30	80	60*	70	-7	50	0		0	0	0	30.16	12	3.0	6.5	12 SE	14.2	99			30
31	82	67	75	-2	62	0		0	0	0	30.10	22	3.4	7.6	16 SW	9.4	65			31

Sum	Sum			Total	Dep.	Temperature	Total	Total	For the month	Total	Sum	Sum
2661	2131			0	0	Number of days	2.63	0	29.98 24	2.4	6.8	28
Avg.	Avg.	Avg.	Dep.	Avg.	Season to date	Max	Min	Min	Date: 24	Possible	month	Avg.
85.8	68.7	77.3	0.5	61	Total	< 32°	> 32°	< 32°	497.8	60		

\* Extreme for the month. May be the last of more than one occurrence.

- Below zero temperatures or negative departure from normal.

T In columns 9, 10, and 11 and in the Hourly Precipitation table indicates an amount too small to measure.

X Heavy fog—visibility 1/4 mile or less.

## HOURLY PRECIPITATION (Liquid in Inches)

Hour	A. M. Hour ending at												P. M. Hour ending at												Hour
	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	
1																									1
2																									2
3		.02	T	.01	T	T	.01	T	T											T	T				3
4								T	T																4
5																									5
6																									6
7																									7
8																									8
9																									9
10										T															10
11																									11
12																									12
13																									13
14																									14
15																									15
16																									16
17															T										17
18																									18
19																.37	.09	.03	.08						19
20																									20
21																									21
22																									22
23																									23
24										.12			1.31	.47	T				.05	.03	.01		.01	.02	24
25																									25
26																									26
27																									27
28																									28
29																									29
30																									30
31																									31

Data in columns 6, 12, 13, 14, and 15 are based on 8 observations per day at 3-hour intervals. Wind directions are those from which the wind blows. Resultant wind is the vector sum of wind directions and speeds divided by the number of observations. Figures for directions are in tenths of degrees from true North, i.e., 09 = East, 18 = South, 27 = West, 36 = North, and 00 = Calm. When directions are in tenths of degrees in Col. 17, entries in Col. 16 are fastest observed 1-minute speeds. If the Z appears in Col. 17, speeds are gusts. Any errors detected will be corrected and changes in summary data will be announced in the annual Summary if published.

Subscription Price: Local Climatological Data \$1.00 per year including annual Summary if published. Single copy: 10 cents for monthly Summary; 15 cents for annual Summary. Checks or money orders should be made payable and remittances and correspondence should be sent to the Superintendent of Documents, U.S. Government Printing Office, Washington, D. C. 20402.

I certify that this is an official publication of the Environmental Science Services Administration, and is compiled from records on file at the National Weather Records Center, Asheville, North Carolina, 28801.

*William H. Haggard*  
Director, National Weather Records Center

## AVERAGES BY HOURS

Hour	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	Resultant
01	29.98	72	65	66	60	6.4	24	6.1																	
04	29.98	70	64	73	61	5.4	26	2.7																	
07	30.00	72	65	70	61	5.6	26	1.8																	
10	30.01	79	67	86	61	6.9	27	2.1																	
13	29.98	83	69	49	61	7.2	25	3.7																	
16	29.96	83	69	50	61	8.4	24	5.1																	
19	29.96	78	67	56	60	7.5	23	5.2																	
22	29.96	74	65	62	60	6.6	22	3.5																	

USCOMM ESSA-ASHEVILLE 1750

### OBSERVATIONS AT 3-HOUR INTERVALS

[illegible]

#### REFERENCE NOTES

**CEILING COLUMN** —  
UNL indicates an unlimited  
ceiling.  
CIR indicates a cirriform  
cloud ceiling of unknown  
height.

## WEATHER COLUMN -

T	Tornado
T	Thunderstorm
Q	Squall
R	Rain
RW	Rain showers
ZR	Freezing rain
ZL	Drizzle
L	Freezing drizzle
S	Snow
SP	Snow pellets
IC	Ice crystals
SW	Snow showers
SG	Snow grains
E	Sleet
A	Hail
AP	Small hail
F	Fog
IF	Ice fog
GF	Ground fog
BD	Blowing dust
BS	Blowing sand
BN	Blowing snow
BY	Blowing spray
K	Smoke
H	Haze
D	Dust

## WIND COLUMNS

Directions are those from which the wind blows, indicated in tens of degrees from true North; i. e., 09 for East, 18 for South, 27 for West. Entry of 00 in the direction column indicates calm.

Speed is expressed in knots;  
multiply by 1.15 to convert  
to miles per hour.

### ADDITIONAL DATA

Other observational data contained in records on file can be furnished at cost via microfilm or microfiche copies of the original records. Inquiries as to availability and costs should be addressed to:

Director  
National Weather Records Center  
Federal Building  
Asheville, N. C. 28801

DATA AS TO CHILLING, VISIBILITY, AND OBSTRUCTION TO VISION (FOG, DUST, BLOWING SNOW, SMOKE, ETC.) ARE NOT INCLUDED FOR THIS STATION.

NEW YORK /CENTRAL BUREAU/

60 07

Mr. John C. Ledwith

**80 John Street**

New York, New York 10038

**NYC-Dec.**

**POSTAGE AND FEES PAID**

UNITED STATES  
DEPARTMENT OF COMMERCE

### CRITICAL REVISIONS

DEPARTMENT OF COMMERCE  
COMMERCIAL BUREAU TYPE A-100  
BUREAU OF COMMERCE  
JAN 19 1960  
ALBANY, NORTH CAROLINA 28801

THE NEW YORK TIMES, WEDNESDAY, JULY 10, 1968

## Weather Reports Throughout the Nation and Abroad

TALKS OPEN TODAY  
ON DOCKERS' PACTManage  
By IngaAutomation Is Key Issue —  
100% Rise May Be Asked

Negotiators for the New York Shipping Association and the International Longshoremen's Association are to meet this morning as negotiations on a new contract begin.

The negotiations are on a new contract to replace the four-year agreement that expires Sept. 30.

The key issues, according to observers, are automation and the rapid technological change likely to be applied to cargo handling.

Widely circulated reports on the waterfront indicate that the union will open bargaining by demanding more than 100 per cent increases in dollar items, including wages and pensions, but few in the union expect to gain such improvements.

The length of the new contract may also be a point of disagreement. The union is expected to insist on an agreement of not more than two years to avoid being "locked in" on working conditions that will be changed by advancing container technology.

The union negotiating committee has also been instructed to ask for an expansion of the annual wage guarantee of the present four-year contract from 1,600 hours to a maximum of 2,040 hours.

The 120-member union wage scale committee will be headed by Thomas W. Gleason, the union's president. In contrast to former years, when Alexander P. Chopin, chairman of the employer group, acted as chief management negotiator, Alfred A. Giardino, management counsel, will be the chief management negotiator.

One reason for this change, it was explained, is that Mr. Chopin is considered too much of a New York port spokesman by port interests elsewhere.

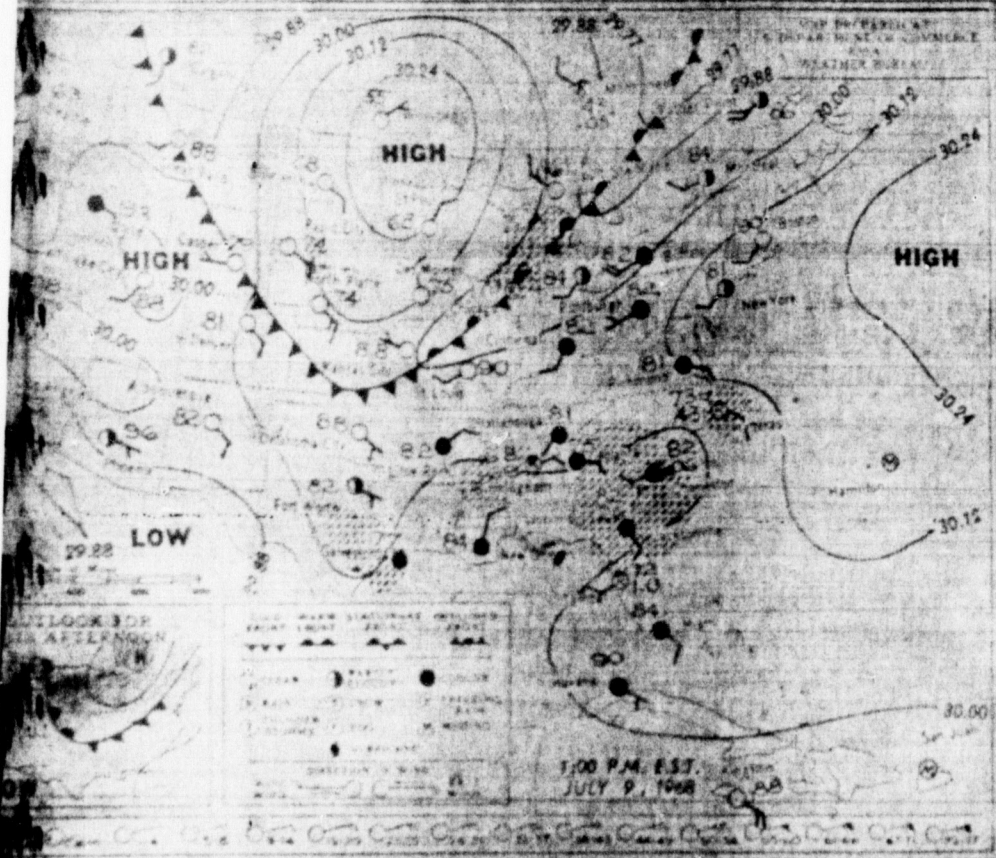
Longshoremen now earn \$3.62 an hour, and are eligible for



Litton  
nounced  
Lloyd  
vice p  
manager  
building  
Mr. B  
early 1  
years  
agement  
preceded  
with W  
Ship an  
Philadel  
namic  
Boat De

Butcher  
With

SAN I  
Delegates  
Meat C  
Workme  
mously  
posed in  
Packing  
America  
The n  
largest  
ation of  
industr  
cent ye  
meat cul



beside Station Circle indicates current temperature (Fahrenheit) a decimal number beneath indicates precipitation in inches during the prior to time shown on map.

Front: a boundary line between cold air and warmer air, under which the colder air is a wedge, usually advancing southward.

Front: a boundary between warm air and a wedge of colder air over which the warm air is advanced, usually northward and

Front: a line along which warm air has

been lifted by the action of the opposing wedges of cold air. This lifting of the warm air often causes precipitation along the front.

Shading on the map indicates areas of precipitation during six hours before time shown.

Isobars (solid black lines) are lines of equal barometric pressure and form pressure patterns that control air flow. Labels are in inches.

Winds are counter-clockwise toward the center of low-pressure systems, and clockwise and outward from high-pressure areas.

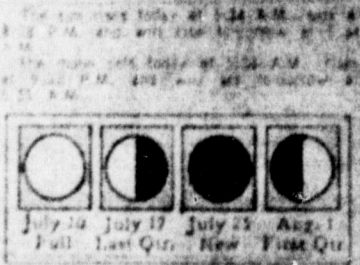
Pressure systems usually move eastward, averaging 500 miles a day in summer, 700 in winter.

## Summary

or thunderstorms  
ast today for the Gulf  
the lower Mississippi  
the Texas panhandle  
the Northern Rockies. Else-  
weather will prevail.  
cooler in the lake  
the Northwest and  
the upper Mississippi  
the Northern Plains

pressure system will  
today over eastern  
with an associated  
extending from the  
through the Southern

## Sun and Moon



## Five-Day Forecast

Location	July 14	July 15	July 16	July 17	July 18
New York	75	78	80	82	84
Los Angeles	72	75	78	80	82
Chicago	68	70	72	75	78
San Francisco	65	68	70	72	75
London	60	62	65	68	70
Paris	58	60	62	65	68
Madrid	55	58	60	62	65
Rome	52	55	58	60	62
Moscow	48	50	52	55	58
Beijing	45	48	50	52	55
Tokyo	42	45	48	50	52
Sydney	38	40	42	45	48
Auckland	35	38	40	42	45

DEFENDANT 215 EAST 68th STREET'S EXHIBIT 4

Tesseyman, Archie  
29-06, 21 Ave. Astoria, L.I.  
Phone: RA 8-0965  
SS. No: 117-05-0232  
Date of Birth: 12-27-1917  
Married  
Start as Handyman: 5-17-69  
Became permanent: 9-8-69  
Appointed to Asst. Supt.: Jan. 23, 1970  
Died of Heart Attack, 5-30-72 14

DEFENDANT 215 EAST 68th STREET'S EXHIBIT 4  
APPLICATION FOR EMPLOYMENT

## PERSONAL INFORMATION

DATE 5/15/69 SOCIAL SECURITY NUMBER 117-05-0232

NAME TESSEYMAN ARCHIE - AGE 50 SEX M.

PRESENT ADDRESS 29-06 21 AVE ASTORIA L.I. N.Y.

PERMANENT ADDRESS 29-06 - 21 AVE ASTORIA L.I. N.Y.

PHONE NO. RA-8-0965 OWN HOME ☐ RENT ☒ BOARD ☐

DATE OF BIRTH 12/27/1917 HEIGHT 5'6" WEIGHT 160 COLOR OF HAIR BLOND COLOR OF EYES BLUE

MARRIED ☒ SINGLE ☐ WIDOWED ☐ DIVORCED ☐ SEPARATED ☐

NUMBER OF CHILDREN 4 (ALL GROWN) DEPENDENTS OTHER THAN WIFE OR CHILDREN NONE CITIZEN OF U. S. A. YES ☒ NO ☐

IF RELATED TO ANYONE IN OUR EMPLOY, STATE NAME AND DEPARTMENT NO REFERRED BY NO ONE

## EMPLOYMENT DESIRED

POSITION HANDYMAN DATE YOU CAN START 5/19/69 SALARY DESIRED 110 WK

ARE YOU EMPLOYED NOW? YES IF SO MAY WE INQUIRE OF YOUR PRESENT EMPLOYER

EVER APPLIED TO THIS COMPANY BEFORE? NO WHERE WHEN

EDUCATION	NAME AND LOCATION OF SCHOOL	YEARS ATTENDED	DATE GRADUATED	SUBJECTS STUDIED
GRAMMAR SCHOOL	<u>PS 126 - JR. HIGH</u>	<u>9 YRS.</u>		
HIGH SCHOOL				
COLLEGE				
TRADE, BUSINESS OR CORRESPONDENCE SCHOOL				

## SUBJECTS OF SPECIAL STUDY OR RESEARCH WORK

WHAT FOREIGN LANGUAGES DO YOU SPEAK FLUENTLY? NONE READ NONE WRITE NONE

U. S. MILITARY OR NAVAL SERVICE ARMY RANK P.F.C. PRESENT MEMBERSHIP IN NATIONAL GUARD OR RESERVES NO

ACTIVITIES OTHER THAN RELIGIOUS (CIVIC, ATHLETIC, FRATERNAL, ETC.) NO

EXCLUDE ORGANIZATIONS, THE NAME OR CHARACTER OF WHICH INDICATES THE RACE, CREED, COLOR OR NATIONAL ORIGIN OF ITS MEMBERS.

(CONTINUED ON OTHER SIDE)

## FORMER EMPLOYERS

(LIST BELOW LAST FOUR EMPLOYERS, STARTING WITH LAST ONE FIRST.)

DATE MONTH AND YEAR	NAME AND ADDRESS OF EMPLOYER	SALARY	POSITION	REASON FOR LEAVING
FROM 1966	SUTTON TERRACE SOUTH #		HANDYMAN	
TO 1969	60 SUTTON PLACE	110	+ AIR CONDITIONING MECH.	PT. Rubin
FROM 1966	SUTTON TERRACE		HANDYMAN	
TO 1962	450 EAST 63 ST.	\$90		
FROM				
TO				
FROM				
TO				

REFERENCES: GIVE BELOW THE NAMES OF THREE PERSONS NOT RELATED TO YOU, WHOM YOU HAVE KNOWN AT LEAST ONE YEAR.

NAME	ADDRESS	BUSINESS	YEARS ACQUAINTED
1 DR. LEON MARCUS	34-05-28 <sup>th</sup> AVE. ASTORIA	DOCTOR	26
2 E. NORTON	28-18-42 ST. ASTORIA	OFFICE WORKER	30
3 T. MAPES	12 BURBANK ST. YONKERS	RETIRED	32

## PHYSICAL RECORD:

LIST ANY PHYSICAL DEFECTS

NONE

WERE YOU EVER INJURED? NO GIVE DETAILS

HAVE YOU ANY DEFECTS IN HEARING? NO IN VISION? NO IN SPEECH? NO

IN CASE OF EMERGENCY NOTIFY MADELINE TESSEYMAN 29-06-21 AVE ASTORIA RA 8-0965  
NAME ADDRESS PHONE NO.

I AUTHORIZE INVESTIGATION OF ALL STATEMENTS CONTAINED IN THIS APPLICATION. I UNDERSTAND THAT MISREPRESENTATION OR OMISSION OF FACTS CALLED FOR IS CAUSE FOR DISMISSAL. FURTHER, I UNDERSTAND AND AGREE THAT MY EMPLOYMENT IS FOR NO DEFINITE PERIOD AND MAY, REGARDLESS OF THE DATE OF PAYMENT OF MY WAGES AND SALARY, BE TERMINATED AT ANY TIME WITHOUT ANY PREVIOUS NOTICE.

DATE 5/15/69

SIGNATURE

Archie Tesseyman

DO NOT WRITE BELOW THIS LINE

INTERVIEWED BY

DATE

## REMARKS:

NEATNESS		CHARACTER	
PERSONALITY		ABILITY	

SIGNED FOR DEPT. POSITION WILL REPORT

SALARY  
WAGES

APPROVED: 1.

EMPLOYMENT MANAGER

2.

DEPT. HEAD

3.

GENERAL MANAGER

5-19-69

[Signature]

DEFENDANT 215 EAST 68th STREET'S EXHIBIT 5

Form A-1Q/42-Z

**STANDARD FORM OF APARTMENT LEASE**

The Real Estate Board of New York, Inc.

**Agreement of Lease**, made this **twenty-ninth** day of **January** 19 **65**, between  
**215 EAST 68th ST. INC.**

party of the first part, hereinafter referred to as Landlord, ~~and~~ or Owner, and

**JACK BOUNICK**

party of the second part, hereinafter referred to as Tenant,

**Witnesseth:** That Landlord hereby leases to Tenant and Tenant hereby hires from Landlord, the apartment known as

Apartment 20-S

on the **floor designated as the** **twentieth** floor, in the building

known as **215 East 68th Street**in the Borough of **Manhattan**, City of NewYork, for the term of **Three (3) Years**

(or until such term shall sooner cease and expire, as hereinafter provided), to

commence on the **1st** day of **October** **nineteen hundred and sixty-five**and to end on the **30th** day of **September** **nineteen hundred and sixty-eight**

both dates inclusive, at an annual rental of **FIVE THOUSAND FIVE HUNDRED FIFTY and NO/100 (\$5,550.00)**  
**DOLLARS**, payable in equal monthly installments of **\$462.50** during the period from October  
**1, 1965 to September 30, 1966**, and **FIVE THOUSAND SEVEN HUNDRED and NO/100 (\$5,700.00)**  
**DOLLARS**, payable in equal monthly installments of **\$475.00** during the period from October  
**1, 1966 to September 30, 1968**

which Tenant agrees to pay in lawful money of the United States, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Landlord or such other place as Landlord may designate, without any set-off or deduction whatsoever, except that Tenant shall pay the first monthly installment on the execution hereof (unless this lease be a renewal).

It is understood and agreed that if the demised premises are rented from the 15th day of the month, Landlord may serve a notice in such manner and under such circumstances as Landlord alone may determine requiring Tenant to pay one half month's rent in advance on the 15th day of any following month and that thereafter the rent shall become due and payable on the 1st day of each and every month in advance.

In the event that, at the commencement of the term of this lease, Tenant shall be in default in the payment of rent to Landlord pursuant to the terms of a prior lease with Landlord or with Landlord's predecessor in interest, Landlord may at Landlord's option and without notice to Tenant add the amount of such arrearages to any monthly installment of rent payable hereunder, and the same shall be payable to Landlord as additional rent hereunder.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant, as follows:

## DEFENDANT 215 EAST 68th STREET'S EXHIBIT 5

**Occupancy**

2. The demised premises and any part thereof shall be occupied only by Tenant and the members of the immediate family of Tenant, and as a strictly private dwelling apartment and for no other purpose.

**Assignment, Mortgage, Etc.**

3. Tenant, and Tenant's heirs, distributees, executors, administrators, legal representatives, successors and assigns, shall not assign, mortgage or encumber this agreement, nor underlet, or use or permit the demised premises or any part thereof to be used by others, without the prior written consent of Landlord in each instance. If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than Tenant, Landlord may, after default by Tenant, collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, under-tenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Landlord to an assignment or underletting shall not in any wise be construed to relieve Tenant from obtaining the express consent in writing of Landlord to any further assignment or underletting.

**Alterations**

4. Tenant shall make no alterations, decorations, additions or improvements in or to demised premises without Landlord's prior written consent, and then only by contractors or mechanics approved by Landlord. All such work shall be done at such times and in such manner as Landlord may from time to time designate. All alterations, additions or improvements upon demised premises, made by either party, including all panelling, decorations, partitions, railings, mezzanine floors, galleries and the like, shall, unless Landlord elect otherwise (which election shall be made by giving a notice pursuant to the provisions of Article 25 not less than 3 days prior to the expiration or other termination of this lease or any renewal or extension thereof), become the property of Landlord, and shall remain upon, and be surrendered with said premises, as a part thereof, at the end of the term hereof. Any mechanic's lien filed against the demised premises, or the building, of which the same form a part, for work claimed to have been done for, or materials claimed to have been furnished to, Tenant, shall be discharged by Tenant within 10 days thereafter at Tenant's expense, by filing of the bond required by law.

**Repairs**

5. Tenant shall take good care of demised premises and fixtures therein and, subject to provisions of Article 4 hereof shall make, as and when needed, as a result of misuse or neglect by Tenant, all repairs in and about demised premises necessary to preserve them in good order and condition, which repairs shall be in quality and class equal to the original work. However, Landlord may repair, at the expense of Tenant, all damage or injury to demised premises, or to the building, of which the same form a part, or to its fixtures, appurtenances or equipment, done by Tenant or Tenant's servants, employees, agents, visitors or licensees, or caused by moving property of Tenant in and/or out of the building, or by installation or removal of furniture or other property, or resulting from air-conditioning unit or system, short circuits, overflow or leakage of water, steam, illuminating gas, sewer gas, sewerage or odors, or by frost or by bursting or leaking of pipes or plumbing works, or gas, or from any other cause, due to carelessness, negligence, or improper conduct of Tenant, or Tenant's servants, employees, agents, visitors or licensees. Except as provided in Article 11 hereof, there shall be no allowance to Tenant for a diminution of rental value, and no liability on the part of Landlord for reason of inconvenience, or annoyance arising from the making of any repairs, alterations, additions or improvements in or to any portion of the building or demised premises, or in or to fixtures, appurtenances or equipment, and no liability upon Landlord for failure to make any repairs, alterations, additions, or improvements in or to any portion of the building or demised premises, or in or to fixtures, appurtenances or equipment.

**Window Cleaning**

6. Tenant will not clean, nor require, permit, suffer or allow any window in the demised premises to be cleaned, from the outside in violation of Section 202 of the Labor Law or of the rules of the Board of Standards and Appeals, or of any other board or body having or asserting jurisdiction.

**Requirements of Law**

7. Tenant shall comply with all laws, orders and regulations of Federal, State, County and Municipal Authorities, and with any direction of any public officer or officers, pursuant to law, which shall impose any duty upon Landlord or Tenant with respect to demised premises, or the use or occupation thereof; and shall not fail or permit to be done, any act or thing upon said premises, which will be in conflict with the insurance policies covering the building, or which demised premises are a part, and fixtures and property therein, and shall not allow or permit to be done any act or thing upon said premises which shall or might subject the Landlord to any liability or responsibility

with all rules, orders, regulations or requirements of the New York Fire Underwriters, or any other similar body, and shall not do, or permit anything to be done, in or upon said premises, or bring or keep anything therein, which shall increase the rate of fire insurance on the building, of which demised premises form a part, or on property located therein. If by reason of failure of

**Fire Insurance**

Tenant to comply with the provisions of this paragraph, the fire insurance rate shall at any time be higher than it otherwise would be, then Tenant shall reimburse Landlord, as additional rent hereunder, for that part of all fire insurance premiums thereafter paid by Landlord which shall have been charged because of such violation by Tenant, and shall make such reimbursement upon the first day of the month following such outlay by Landlord. In any action or proceeding wherein Landlord and Tenant are parties, a schedule or "make up" of rate for the building or demised premises issued by the New York Fire Insurance Exchange, or other body making fire insurance rates for said premises, shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate then applicable to said premises.

**Subordination**

8. This lease is subject and subordinate to all ground or underlying leases and mortgages which may now or hereafter affect the real property, of which demised premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. In confirmation of such subordination, Tenant shall execute promptly any certificate that Landlord may request. Tenant hereby constitutes and appoints Landlord the Tenant's attorney in fact to execute any such certificate or certificates for and on behalf of Tenant.

**Rules and Regulations**

9. Tenant and Tenant's family, servants, employees, agents, visitors, and licensees shall observe faithfully and comply strictly with, the Rules and Regulations set forth on the back of this lease, and such other and further reasonable Rules and Regulations as Landlord or Landlord's agents may from time to time adopt. Notice of any additional rules or regulations shall be given in such manner as Landlord may elect. In case Tenant disputes the reasonableness of any Rule or Regulation hereafter made or adopted by Landlord or Landlord's agents, the parties hereto agree to submit the question of the reasonableness of such Rule or Regulation for arbitration to the Chairman for the time being of the Board of Directors of the Management Division of The Real Estate Board of New York, Inc., or to such person or persons as he may designate, whose determination shall be final and conclusive upon the parties hereto. No dispute of the reasonableness of any rule or regulation shall be deemed a compliance upon Tenant's part with the foregoing provisions of this article unless the same shall have been raised by service of a notice in writing upon Landlord within ten days after the adoption of any such rule or regulation. Landlord shall not be liable to Tenant for violation of any of said Rules and Regulations, or the breach of any covenant or condition in any lease, by any other tenant in the building.

**Property—Loss, Damage**

10. Landlord or Landlord's agents shall not be liable for any damage to property entrusted to employees of the building, nor for the loss of any property by theft or otherwise. Landlord or Landlord's agents shall not be liable for any injury or damage to persons or property resulting from falling plaster, steam, gas, electricity, water, rain or snow which may leak from any part of said building or from the pipes, appliances or plumbing works of the same or from the street or sub-surface or from any other place or by dampness or any other cause of whatsoever nature, unless caused by or due to the negligence of Landlord, Landlord's agents, servants or employees; nor shall Landlord or Landlord's agents be liable for any such damage caused by other tenants or persons in said building, or for interference with the light or other incorporeal hereditaments, or caused by operations in construction of any public or quasi public work; nor shall Landlord be liable for any latent defect in the building. If at any time any windows of the demised premises become closed or darkened, for any reason whatever, Landlord shall not be liable for any damage that Tenant may sustain thereby and Tenant shall not be entitled to any compensation or abatement of rent or release from any of the obligations of Tenant hereunder because of such closing or darkening. Landlord or Landlord's agents shall not be liable for the presence of bugs, vermin or insects, if any, in the premises, nor shall their presence affect this lease. If Landlord shall furnish to Tenant any storeroom, use of laundry or any other facility outside of the demised premises, the same shall be furnished gratuitously, and any such storeroom shall be used by Tenant for the storage of trunks, bags, suitcases and packing cases only, all of which shall be empty, and the use of any such laundry, storeroom or other facility shall be at the risk of the person using the same and Landlord or Landlord's agents shall not be liable for any injury to person or loss by theft or otherwise or damage to property, whether due to negligence of Landlord or Landlord's agents or otherwise. Tenant shall reimburse Landlord as additional rent for all expenses, damages or losses incurred or suffered by Landlord by reason of any breach, violation or non-performance by Tenant, or

## DEFENDANT 215 EAST 68th STREET'S EXHIBIT 5

tenant's family, servants, employees, agents, visitors or licensees of any person or provision of this lease, or by reason of damage to persons or property caused by moving property in and/or out of the building or by the installation or removal of furniture or other property of or for Tenant, or by reason of or arising out of the occupancy or use by Tenant of demised premises or of the building of which demised premises form a part, or any part of either thereof, or from any other cause due to the carelessness, negligence or improper conduct of the Tenant or the Tenant's family, servants, employees, agents, visitors or licensees. Tenant shall give immediate notice to Landlord in case of fire or accidents to or defects in any fixtures or equipment of the building.

reconstruction--  
fire or  
other Cause

11. If the demised premises shall be partially damaged by fire or other cause without the fault or neglect of Tenant, Tenant's servants, employees, agents, visitors or licensees, the damages shall be repaired by and at the expense of Landlord, and the rent until such repairs shall be made shall be apportioned according to the part of the demised premises which is usable by Tenant. No penalty shall accrue for reasonable delay which may arise by reason of adjustment of fire insurance on the part of Landlord and/or Tenant, and for reasonable delay on account of "labor troubles", or any other cause beyond Landlord's control. But if the demised premises are totally damaged or are rendered wholly untenantable by fire or other cause, and Landlord shall decide not to rebuild the same, or if the building shall be so damaged that Landlord shall decide to demolish it or to rebuild it, then or in any of such events Landlord may, within ninety (90) days after such fire or other cause, give Tenant a notice in writing of such decision, which notice shall be given as in Article 25 hereof provided, and thereupon the term of this lease shall expire by lapse of time upon the third day after such notice is given, and Tenant shall vacate the demised premises and surrender the same to Landlord.

demised  
premises

12. If the whole or any part of demised premises shall be taken or condemned by any competent authority for any public or quasi public use or purpose, then, and in that event, the term of this lease shall cease and terminate from the date when the possession of the part so taken shall be required for such use or purpose, and without apportionment of the award. The current rental, however, shall in any such case be apportioned.

services

13. As long as Tenant is not in default under any of the provisions of this lease Landlord covenants to furnish, insofar as the existing facilities provide, the following services: (a) Elevator service; (b) Hot and cold water in reasonable quantities at all times; (c) Heat at reasonable hours during the cold seasons of the year. Interruption or curtailment of any such services shall not constitute a constructive or partial eviction nor, unless caused by the gross negligence of Landlord, entitle Tenant to any compensation or abatement of rent. Mechanical refrigeration equipment, if provided, is for the accommodation of Tenant, and Landlord shall not be responsible for any failure of refrigeration or for leakage or damage caused by or as the result of such mechanical refrigeration or failure thereof for any reason whatsoever. If Landlord maintains a telephone switchboard connected with the demised premises, Tenant may use such service at the rates charged to other tenants of the building. The amount charged shall be deemed to be and be paid as additional rental. Landlord may discontinue such service upon 30 days' written notice to the Tenant, without in any way affecting the obligations of the parties hereunder. If the building, of which the demised premises are a part, supplies manually operated elevator service, Landlord may discontinue such service upon ten (10) days' notice to Tenant without in any way affecting the obligations of Tenant hereunder, provided that within a reasonable time after the expiration of said ten (10) day period Landlord shall commence the substitution of an automatic control type of elevator in lieu of the manually operated elevator, and with due diligence pursue to completion the installation of such automatic control elevator or elevators. It is understood, however, that due allowance shall be made by Tenant for reasonable delay caused by strikes or any other cause beyond Landlord's control. If electric current be supplied by Landlord, Tenant covenants and agrees to purchase the same from Landlord or Landlord's designated agent at the rates charged to residential consumers by any electric corporation subject to the jurisdiction of the Public Service Commission and serving the part of the city where the building is located; bills therefor shall be rendered at such times as Landlord may elect and the amount, as computed from a meter installed by Landlord, or Landlord's agent, shall be deemed to be and be paid as additional rental. Landlord may discontinue such service upon thirty (30) days' notice to Tenant without being liable therefor or in any way affecting the liability of Tenant hereunder. In the event that Landlord gives such notice, Landlord shall permit Tenant to receive such service from any other person or corporation and shall permit Landlord's wires and conduits to be used

(c). It is stipulated and agreed that in the event of the termination of this lease pursuant to (a) or (b) hereof, Landlord shall forthwith, notwithstanding any other provisions of this lease to the contrary, be entitled to recover from Tenant as and for liquidated damages an amount equal to the difference between the rent reserved hereunder for the unexpired portion of the term demised and the rental value of the demised premises, at the time of termination, for the unexpired term or portion thereof, both discounted at the rate of four per centum (4%) per annum to present worth; nothing herein contained shall limit or prejudice the right of the Landlord to prove for and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above. In determining rental value of the demised premises the rental realized by any reletting, if such reletting be accomplished by Landlord within a reasonable time after termination of this lease, shall be deemed prima facie to be the rental value.

#### Default

16. (1). If Tenant shall make default in fulfilling any of the covenants of this lease other than the covenants for the payment of rent or additional rent, or if the demised premises become vacant or deserted, Landlord may give Tenant three days' notice of intention to end the term of this lease and thereupon, at the expiration of said three days (if said default continues to exist) the term under this lease shall expire as fully and completely as if that day were the day herein definitely fixed for the expiration of the term, and Tenant will then quit and surrender the demised premises to Landlord but Tenant shall remain liable as hereinafter provided; or (2) if Landlord or Landlord's agents shall deem objectionable or improper any conduct on the part of Tenant or occupants, or visitors or licensees, or shall deem Tenant or occupants, or visitors or licensees delinquent, Landlord may in like manner give to Tenant three days' notice of intention to end the term of this lease and tender therewith or offer to tender the rent paid on account of the unexpired term, and thereupon at the expiration of said three days the term under this lease shall expire as fully and completely as if that day were the day herein definitely fixed for the expiration of the term, and Tenant will then quit and surrender the demised premises to Landlord.

(3). If the notice provided for in (1) or (2) hereof shall have been given, and the term shall expire as aforesaid; or (3a) if Tenant shall make default in the payment of the rent reserved herein or any item of additional rent herein mentioned or any part of either or in making any other payment herein provided; or (3b) if any execution or attachment shall be issued against Tenant or any of Tenant's property whereupon the demised premises shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant; or (3c) if Tenant shall make default with respect to any other lease between Landlord and Tenant; or (3d) if Tenant shall fail to move into or take possession of the premises within fifteen (15) days after commencement of the term of this lease of which fact Landlord shall be the sole judge; then and in any of such events Landlord may without notice, re-enter the demised premises either by force or otherwise, and dispossess tenant by summary proceedings or otherwise, and the legal representative of Tenant or other occupant of demised premises, and remove their effects and hold the premises as if this lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end. If Tenant shall make default hereunder prior to the date fixed as the commencement of any renewal or extension of this lease, Landlord may cancel and terminate such renewal or extension agreement by written notice as hereinafter provided.

#### Remedies of Landlord

In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (a) the rent shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration, together with such expenses as Landlord may incur for legal expenses, attorneys' fees, brokerage and/or putting the demised premises in good order, or for preparing the same for re-rental; (b) Landlord may re-let the premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the term of this lease and may grant concessions or free rent; and/or (c) Tenant or the legal representative of Tenant shall also pay Landlord as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this lease. In computing such liquidated damages there shall be added to the said deficiency such expenses as Landlord may

ONLY COPY AVAILABLE

## DEFENDANT 215 EAST 68th STREET'S EXHIBIT 5

for such purpose. Tenant shall make no alteration or additions to the electric equipment and/or appliances without the prior written consent of Landlord in each instance. It is expressly understood and agreed that any covenants on Landlord's part to furnish any service pursuant to any of the terms or provisions of this lease, or to perform any act or thing for the benefit of Tenant shall not be deemed breached if Landlord is unable to perform the same by virtue of a strike or labor trouble or any other cause whatsoever beyond Landlord's control. If any tax be imposed upon Landlord's receipts from the sale or resale of electrical energy or gas or telephone service to Tenant by any Municipal, State or Federal agency, Tenant covenants and agrees that, where permitted by law, Tenant's pro-rata share of such taxes shall be passed on to and included in the bill of and paid by Tenant to Landlord.

#### Access to Premises

14. Tenant shall permit Landlord to erect, use and maintain pipes and conduits in and through the demised premises. Landlord or Landlord's agents shall have the right to enter the demised premises during reasonable hours, to examine the same, and to show them to prospective purchasers or lessees of the building, and to make such decorations, repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon said premises that may be required therefor without the same constituting an eviction in whole or in part, and the rent reserved shall in no wise abate while said decorations, repairs, alterations, improvements or additions are being made, because of the prosecution of any such work, or otherwise. For a period of seven months prior to the termination of this lease, Landlord shall have the right, during reasonable hours, to enter said premises for the purpose of exhibiting the same to persons desiring to rent or buy the same. If, during the last month of the term, Tenant shall have removed, all or substantially all of Tenant's property therefrom, Landlord may immediately enter and alter, renovate and redecorate the demised premises, without elimination or abatement of rent, or other compensation, and such acts shall have no effect upon this lease. If Tenant shall not be personally present to open and permit an entry into said premises, at any time, when for any reason an entry therein shall be necessary or permissible hereunder, Landlord or Landlord's agents may enter the same by a master key, or may forcibly enter the same, without rendering Landlord or such agents liable therefor (if during such entry Landlord or Landlord's agents shall accord reasonable care to Tenant's property), and without in any manner affecting the obligations and covenants of this lease.

#### Bankruptcy

15. (a). If at any time prior to the date herein fixed as the commencement of the term of this lease there shall be filed by or against Tenant in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or if Tenant make an assignment for the benefit of creditors, this lease shall ipso facto be cancelled and terminated and in which event neither Tenant nor any person claiming through or under Tenant or by virtue of any statute or of an order of any court shall be entitled to possession of demised premises and Landlord, in addition to the other rights and remedies given by (c) hereof and by virtue of any other provision herein or elsewhere in this lease contained or by virtue of any statute or rule of law, may retain as liquidated damages any rent, security, deposit or moneys received by him from Tenant or others in behalf of Tenant upon the execution hereof.

(b). If at the date fixed as the commencement of the term of this lease or if at any time during the term hereby demised there shall be filed by or against Tenant in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property or if Tenant make an assignment for the benefit of creditors, this lease, at the option of the Landlord, exercised within a reasonable time after notice of the happening of any one or more of such events, may be cancelled and terminated and in which event neither Tenant nor any person claiming through or under Tenant or by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the premises demised but shall forthwith quit and surrender the premises and Landlord, in addition to the other rights and remedies Landlord has by virtue of any other provision herein or elsewhere in this lease contained or by virtue of any statute or rule of law, may retain as liquidated damages any rent, security, deposit or moneys received by him from Tenant or others in behalf of Tenant.

#### (b) During Term

incur in connection with re-letting, such as legal expenses, attorneys' fees, brokerage and for keeping the demised premises in good order or for preparing the same for re-letting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this lease and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding. Landlord at Landlord's option may make such alteration and/or decorations in the demised premises as Landlord in Landlord's sole judgment considers advisable and necessary for the purpose of re-letting the demised premises, and the making of such alterations and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Landlord shall in no event be liable in any way whatsoever for failure to relet the demised premises, or in the event that the demised premises are relet for failure to collect the rent thereof under such re-letting. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity, as if reentry, summary proceedings and other remedies were not herein provided for. Mention in this lease of any particular remedy, shall not preclude Landlord from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of demised premises, by reason of the violation by Tenant of any of the covenants and conditions of this lease or otherwise.

#### Waiver of Redemption

#### Fees and Expenses

17. If Tenant shall default in the performance of any covenant on Tenant's part to be performed by virtue of any provision in any article in this lease contained, Landlord may immediately, or at any time thereafter, without notice, perform the same for the account of Tenant. If Landlord at any time is compelled to pay or elects to pay any sum of money, or do any act which will require the payment of any sum of money by reason of the failure of Tenant to comply with any provision hereof, or, if Landlord is compelled to incur any expense including reasonable attorney's fees in instituting, prosecuting and/or defending any action or proceeding instituted by reason of any default of Tenant hereunder, the sum or sums so paid by Landlord with all interest, costs and damages, shall be deemed to be additional rent hereunder and shall be due from Tenant to Landlord on the first day of the month following the incurring of such respective expenses.

#### No Representations by Landlord

18. Landlord or Landlord's agents have made no representations or promises with respect to the said building, if and upon which it is erected or demised premises except as herein expressly set forth and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this lease. The taking possession of the demised premises by Tenant shall be conclusive evidence, as against Tenant, that Tenant accepts same "as is" and that said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken.

#### End of Term

19. Upon the expiration or other termination of the term of this lease, Tenant shall quit and surrender to Landlord the demised premises, broom clean, in good order and condition, ordinary wear excepted. Tenant shall remove all property of Tenant as directed by Landlord. If the last day of the term of this lease or any renewal thereof falls on Sunday, this lease shall expire on the business day immediately preceding. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this lease.

#### Quiet Enjoyment

20. Landlord covenants and agrees with Tenant that upon Tenant paying said rent, and performing all the covenants and conditions aforesaid, on Tenant's part to be observed and performed, Tenant shall and may peaceably and quietly have, hold and enjoy the premises hereby demised, for the term aforesaid, subject, however, to the terms of the lease and of the ground leases, underlying leases and mortgages hereinbefore mentioned.

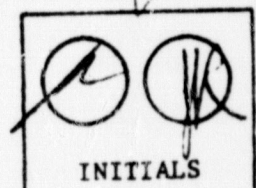
#### Failure To Give Possession

21. If Landlord shall be unable to give possession of the demised premises on the date of the commencement of the term hereof by reason of the fact that the premises are located in a building being constructed and which has not been sufficiently completed to make the premises ready for occupancy, or by reason of the fact that a certificate of occupancy has not been procured or for any other reason, Landlord shall not be subject to any liability for the failure to give possession on said date. Under such cir-

## DEFENDANT 215 EAST 68th STREET'S EXHIBIT 5

The provisions of Paragraph 10 hereof are expressly subject to the following:

The Tenant agrees that in the event any furniture, furnishings, carpeting, clothes, or any other of his property which may be in the demised premises shall be infested with any type of moths or beetles, more specifically but not limited to the insect known as carpet beetles, the Tenant agrees that at his own cost and expense, he will immediately have the beetles, moths or other insects thoroughly and completely exterminated by a competent exterminating company. It is further specifically agreed between the parties hereto that the Owner shall have no liability whatsoever in damages or costs for any such infestation. The Owner agrees that nothing herein contained shall place upon the Tenant any burden, other than care and cooperation with the Owner's exterminator, for the elimination and extermination of any roaches, silverfish, pscocids, cereal weevils, ants and rodents. The Owner further agrees that the cost of exterminating of any roaches, silverfish, pscocids, cereal weevils, ants and rodents will be borne by the Owner.



INITIALS

## DEFENDANT 215 EAST 68th STREET'S EXHIBIT 5

## APARTMENT.

## PAINTING AND WORK AGREEMENT

This Agreement is attached to and made part thereof, of lease dated January 29, 1965

between JACK ROUNICK, Tenant and 215 EAST 68th ST. INC., Owner  
for space known as Apartment 20-S in building at 215 East 68th Street

The Owner in agreement with the Tenant will do the work specified at the foot hereof in a manner typical and standard in the building. Standard painting means the following:

Kitchen: Walls, ceiling and woodwork enameled one coat in one (1) color. Metal cabinets or equipment not to be done unless specified below.

Bathrooms: Same as kitchens.

Other Rooms: Ceilings: Calcimined or painted white if presently painted.

Walls: Painted one (1) coat in one color per room.

Woodwork: Painted one (1) coat of enamel in one color per room.

Floors: Wash and shellac or re wax if presently waxed when complete room is to be done.

Colors: Painted one (1) coat in same color as walls when complete room is to be done.

Colors: All colors shall be pastels which can be satisfactorily applied with one (1) coat of paint.

The Owner cannot assume responsibility for the appearance or wearing quality of any colors or finishes other than those specified above.

In the event that Tenant instructs the painting contractor to tint any ceilings or use flat finishes on kitchens, bathrooms or woodwork, the Tenant expressly accepts responsibility for the appearance and wearing quality of such tinted ceilings or finishes and agrees to pay the additional charges that may be made by the painting contractor. The painting contractor's acceptance of the Tenant's instructions in this connection shall not be construed to extend the Owner's liability for such tinted ceilings or other finishes.

The Tenant or his representative shall be in the apartment when any painting is being done and if there is any question as to colors or the manner of application, the Owner or the Agents should be immediately notified. Otherwise, the colors and manner of application will be deemed satisfactory. The rooms in which work is to be done shall be made ready for the workmen by the Tenant. In the event they are not made ready in whole or in part and the workmen are permitted, requested or required to move or change any furnishings, furniture or other property of the Tenant so that the work may be completed, such changing or moving of the Tenant's furnishings, furniture or other property shall be solely and completely at the Tenant's risk and expense.

In the event the Tenant elects to specify special colors, the Tenant agrees that the entire transaction regarding such special colors, quality of the work done in such special colors and the painter's charges therefor will be completely between the Tenant and the painting contractor and will in no way involve the Owner or the Owner's representatives.

~~Wallpaper:~~ No wallpaper or lining paper will be furnished or hung by the Owner.

~~The Owner's liability for any damage to the Tenant's wallpaper by leaks, accidents or any cause whatsoever shall be limited to the painting of the damaged portion after the paper has been removed at the Tenant's cost if the paper was hung at the Tenant's cost or the hanging of the Tenant's paper on the damaged portion if the paper was hung at the Owner's cost.~~

All work specified below will be done at the convenience of the Tenant insofar as the painter's schedule permits. It is agreed that all painting and other work to be done is subject to strikes, accidents and other causes beyond the control of the Owner and that no painting will be done between September 15 and October 15 except on a lease with a new Tenant.

It is distinctly understood and agreed that the Owner's agreement to paint and/or alter Tenant's apartment shall be applicable only to the term herein demise and shall not in any manner be operative in connection with any extension of the term or any renewal of this lease by operation of law or otherwise.

It is agreed that no diminution or abatement of rent, or other allowance shall be made for time taken in doing the work specified below.

Paint apartment completely, one coat except where papered.

The Owner agrees that the above painting can be done anytime after May 15, 1965, at a time to be arranged between the Tenant and the Owners painting contractor. Painting can not be done between September 15th and October 15th.

Owner agrees to provide an opening with a door, in the south wall of the south dressing room clothes closet as an entrance to Apartment 20-Q.

Understood and agreed

*Jack Rounick*  
Tenant

215 EAST 68th ST. INC.

Owner

By

*[Signature]*  
President

## DEFENDANT 215 EAST 68th STREET'S EXHIBIT 5

instances the rent reserved and covenanted to be paid herein shall not commence until the possession of demised premises is given or the premises are available for occupancy by Tenant, and no such failure to give possession on the date of commencement of the term shall in any wise affect the validity of this lease or the obligations of Tenant hereunder, nor shall same be construed in any wise to extend the term of this lease. If the building in which the demised premises are located is not in course of construction, and Landlord is unable to give possession of the demised premises on the date of the commencement of the term hereof by reason of the holding over of any tenant or tenants or for any other reason; or if repairs, improvements or decorations of the demised premises or of the building in which said premises are located, are not completed, no abatement or diminution of the rent to be paid hereunder shall be allowed to Tenant under such circumstances. If permission is given to Tenant to enter into the possession of the demised premises or to occupy premises other than the demised premises prior to the date specified as the commencement of the term of this lease, Tenant covenants and agrees that such occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this lease, except as to the covenant to pay rent. In either case rent shall commence on the date specified in this lease.

**Waiver** 22. If there be any agreement between Landlord and Tenant providing for the cancellation of this lease upon certain provisions or contingencies, and/or an agreement for the renewal hereof at the expiration of the term first above mentioned, the right to such renewal or the execution of a renewal agreement between Landlord and Tenant prior to the expiration of such first mentioned term shall not be considered an extension thereof or a vested right in Tenant to such further term, so as to prevent Landlord from cancelling this lease and any such extension thereof during the remainder of the original term hereby granted; such privilege, if and when so exercised by Landlord, shall cancel and terminate this lease and any such renewal or extension previously entered into between said Landlord and Tenant or the right of Tenant to any such renewal; any right herein contained on the part of Landlord to cancel this lease shall continue during any extension or renewal hereof; any option on the part of Tenant herein contained for an extension or renewal hereof shall not be deemed to give Tenant any option for a further extension beyond the first renewal or extended term. No act or thing done by Landlord or Landlord's agents during the term hereby demised shall constitute an eviction by Landlord, nor shall be deemed an acceptance of a surrender of said premises, and no agreement to accept such surrender shall be valid unless in writing signed by Landlord. No employee of Landlord or of Landlord's agents shall have any power to accept the keys of said premises prior to the termination of the lease. The delivery of keys to any employee of Landlord or of Landlord's agents shall not operate as a termination of the lease or a surrender of the premises. In the event of Tenant at any time desiring to have Landlord sublet the premises for Tenant's account, Landlord or Landlord's agents are authorized to receive said keys for such purposes without releasing Tenant from any of the obligations under this lease. Tenant hereby relieves Landlord of any liability for loss of any of Tenant's effects or the happening of any other event in connection with such subletting. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this lease, or any of the rules and regulations set forth on the back of this lease or hereafter adopted by Landlord, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of rent with knowledge of the breach of any covenant of this lease, shall not be deemed a waiver of such breach. The failure of Landlord to enforce any of the Rules and Regulations set forth on the back of this lease, or hereafter adopted, against Tenant and/or any other tenant in the building shall not be deemed a waiver of any such Rules and Regulations. No provision of this lease shall be deemed to have been waived by Landlord, unless such waiver be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent; nor shall any

endorsement or statement on any check nor any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this lease provided. This lease contains the entire agreement between the parties, and any executory agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

**Waiver of  
Trial by Jury**

23. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this lease, the Tenant's use or occupancy of said premises, and/or any claim of injury or damage.

**Inability to  
Perform**

24. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with the National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by the war.

**Bills and  
Notices**

25. Except as otherwise in this lease provided, a bill, statement, notice or communication which Landlord may desire or be required to give to Tenant, including any notice of expiration, shall be deemed sufficiently given or rendered if, in writing, delivered to Tenant personally or sent by registered mail addressed to Tenant at the building of which the demised premises are a part or left at said premises addressed to Tenant, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant, mailed, or left at the premises as herein provided. Any notice by Tenant to Landlord must be served by registered mail addressed to Landlord at the address where the last previous rental hereunder was paid.

**Captions**

26. The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease nor the intent of any provision thereof.

**Definitions**

27. The term "Landlord" as used in this lease means only the owner or the mortgagee in possession for the time being of the land and building (or the owner of a lease of the building) of which the demised premises form a part, so that in the event of any sale or sale of said land and building or of said lease, or in the event of a lease of said building, the said Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser, at any such sale, or the said lessee of the building, that the purchaser or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning.

28. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease their assigns.

## DEFENDANT 215 EAST 68th STREET'S EXHIBIT 5

~~THIS DOCUMENT IS NOT TO BE USED IN ANY COURT OF LAW OR IN ANY OTHER MANNER WITHOUT THE WRITTEN PERMISSION OF THE LANDLORD.~~

30. Tenant is aware that heat to be supplied to the demised premises by Landlord will be further distributed by a small electric fan or fans which serve as well to distribute cooled or fresh air through the air-conditioning system and that bathrooms and lavatories are heated by electric wall heaters. The electric consumption of said electric wall heaters and of the heaters operating said fan or fans is measured upon Tenant's meter, and Tenant agrees to pay all charges for such consumption in accordance with bills rendered by the supplier of electric current. In the event Tenant should at any time default in the payment of such charges, Landlord, at Landlord's election, may pay Tenant's charges for electrical consumption for the account of Tenant, and the amount thereof shall be deemed additional rent payable by Tenant and collectable by Landlord as such.

31. As long as Tenant is not in default of any of the provisions of this lease, Landlord agrees to furnish gas in a reasonable amount for cooking at all times; interruption or curtailment of this service shall not constitute a constructive or partial eviction nor, unless caused by the gross negligence of Landlord, entitle Tenant to any compensation or abatement of rent.

31. If, at any time during the term of this lease, the Landlord of the demised premises shall be the holder of a leasehold estate covering premises which include the demised premises, and if such leasehold estate shall terminate or be terminated for any reason, Tenant agrees, at the election, and upon demand of any owner of the premises which include the demised premises, or of any mortgagee in possession thereof, or of any holder of a leasehold hereafter affecting premises which include the demised premises, to attorn, from time to time, to any such owner, mortgagee or holder, upon the terms and conditions set forth herein for the remainder of the term demised in this lease. The foregoing provisions shall enure to the benefit of any such owner, mortgagee or holder, shall apply notwithstanding that this lease may terminate upon the termination of any such leasehold estate, and shall be self-operative upon any such act and, without requiring any further instrument to give effect to said provisions. Nothing contained in this Article shall be construed to impair any right otherwise exercisable by any such owner, mortgagee or holder.

THE PRINTING AND WORK AGREEMENT, THE CLAUSE CLARIFYING PARAGRAPH #2 ATTACHED HERETO WERE MADE PART HEREOF PRIOR TO THE SIGNING OF THIS LEASE.

In Witness Whereof, the Landlord and Tenant have respectively signed and sealed this lease as of the day and year first above written.

Witness for Landlord:

Witness for Tenant:

215 EAST 68th ST. INC.

[L.S.]

BY:

PRESIDENT

[L.S.]

Jack Roush [L.S.]  
Tenant's Signature.

STATE OF NEW YORK, } S.S:  
County of New York, }

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year one thousand nine hundred and \_\_\_\_\_, to me known and known to me to be the individual described in and who executed the foregoing instrument, and duly acknowledged that he executed the same for the purpose mentioned therein.

Notary Public, Number \_\_\_\_\_

[Seal]  
County of New York.

ONLY COPY AVAILABLE

## DEFENDANT 215 EAST 68th STREET'S EXHIBIT 5

## GUARANTY

FOR VALUE RECEIVED, and in consideration for, and as an inducement to Landlord making the within lease with Tenant, the undersigned guarantees to Landlord, Landlord's successors and assigns, the full performance and observance of all the covenants, conditions and agreements, therein provided to be performed and observed by Tenant, including the "Rules and Regulations" as therein provided, without requiring any notice of non-payment, non-performance, or non-observance, or proof, or notice, or demand, whereby to charge the undersigned therefor, all of which the undersigned hereby expressly waives and expressly agrees that the validity of this agreement and the obligations of the guarantor hereunder shall in nowise be terminated, affected or impaired by reason of the assertion by Landlord

against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the within lease. The undersigned further covenants and agrees that this guaranty shall remain and continue in full force and effect as to any renewal, modification or extension of this lease. As a further inducement to Landlord to make this lease and in consideration thereof, Landlord and the undersigned covenant and agree that in any action or proceeding brought by either Landlord or the undersigned against the other on any matters whatsoever arising out of, under, or by virtue of the terms of this lease or of this guaranty that Landlord and the undersigned shall and do hereby waive trial by jury.

Dated, New York City \_\_\_\_\_ 19 \_\_\_\_\_

[L. 5.]

WITNESS:

Residence \_\_\_\_\_

Business Address \_\_\_\_\_

Firm Name \_\_\_\_\_

## RULES AND REGULATIONS

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors and halls must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the demised premises.

2. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Tenant on any part of the outside or inside of the demised premises or building without the prior written consent of the Landlord.

3. No awnings or other projections shall be attached to the outside walls of the building, and no blinds, shades, or screens shall be attached to or hung in, or used in connection with, any window or door of the demised premises, without the prior written consent of the Landlord.

4. No baby carriages, velocipedes, or bicycles shall be allowed in passenger elevators, if service elevator is provided, not allowed to stand in the halls, passageways, areas or courts of the building.

5. Unless automatic, the passenger and service elevators, if any, shall be operated only by employees of the Landlord, and must not in any event be interfered with by the Tenant, his family, servants, employees, agents, visitors or licensees. Elevators will be operated only during such hours as the Landlord may from time to time determine.

6. Children shall not play in the public halls, stairways, or elevators, if any, nor be permitted in the service elevators.

7. The service elevators, if any, shall be used by servants, messengers and trades people for ingress and egress, and the passenger elevators, if any, shall not be used by them for that purpose, if service elevator is provided, except that nurses with children may use the passenger elevators, if any.

8. Supplies, goods and packages of every kind are to be delivered at the entrance provided therefor, through service elevators, or dumb-waiters, to the Tenant, or in such manner as the Landlord may provide and the Landlord is not responsible for the loss or damage of any such property, notwithstanding such loss or damage may occur through the carelessness or negligence of the employees of the building.

9. Unless the building is equipped with an incinerator, all garbage and refuse must be sent down to the basement in such manner and at such times as the superintendent may direct.

10. The laundry and drying apparatus, if any, shall be used in such manner and at such times as the superintendent may direct. If the Landlord provides clothes dryers in other parts of the premises, the Tenant shall not dry or air clothes on the roof.

11. The Landlord may retain a pass key to the premises. No Tenant shall alter any lock or install a new lock or a knocker on any door of the demised premises without the written consent of the Landlord, or the Landlord's agent. In case such consent is given the Tenant shall provide the Landlord with an additional key for the use of the Landlord pursuant to the Landlord's right of access to the demised premises.

12. No servants or employees of the Landlord shall be sent out of the building by any Tenant at any time for any purpose.

13. No Tenant shall allow anything whatever to fall from the window or doors of the demised premises, nor shall sweep or throw from the demised premises any dirt or other substance into any of the corridors, or halls, elevators, light shafts, dumb-waiter shafts, ventilators or elsewhere in the building.

14. No garbage cans, coal holder, woodbox, supplies, ice, milk bottles, or other articles shall be placed in the halls or on the staircase landings, nor shall anything be hung from the windows, or balconies, or placed upon the window sills. Neither shall any linens, cloths, clothing, curtains, rugs or maps be shaken or hung from any of the windows or doors. No fire escapes shall be obstructed in any manner.

15. No Tenant shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Tenants. No Tenant shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph or radio in the demised premises between the hours of eleven o'clock P. M. and the following eight o'clock A. M. if the same shall disturb or annoy other occupants of the building. No Tenant shall conduct or permit to be conducted, vocal or instrumental practice, nor give nor permit to be given vocal or instrumental instruction at any time.

16. No radio installation shall be made without the written consent of the Landlord. Any aerial erected on the roof or exterior walls of the building without the consent of the Landlord, in writing, is liable to removal without notice.

17. No animals of any kind shall be kept or harbored in the demised premises, unless the same in each instance be expressly permitted in writing by the Landlord, and such consent, if given, shall be revocable by the Landlord at any time. In no event shall any dog be permitted on any passenger elevator or in any public portion of the building unless carried or on leash, nor in any grass or garden plot under any condition.

SPECIAL RULES AND REGULATIONS NOT PROVIDED IN STANDARD FORM OF LEASE OF APARTMENT, BUT FORMING A PART HEREOF.

Apartment 20-S

Premises 215 East 68<sup>th</sup> St.

Tenant Jack Rounick

Expires 9/30/68

STANDARD FORM OF APARTMENT



Lease



Management Division

The Real Estate Board of New York, Inc.

Copyright 1942. All Rights Reserved.

Reproduction in whole or in part prohibited.

DEFENDANT 215 EAST 68th STREET'S EXHIBIT 5

United States Court of Appeals  
For the Second Circuit

The Reporter Co., Inc., 11 Park Place, New York, N. Y. 10007

Rence Kalscheur by her parents and natural guardian  
Norbert Kalscheur and Isabel Kalscheur, in their  
own right,

Plaintiffs-Appellees  
against

Jack Rounick and Louis Rounick

Defendants-Appellants  
and

215 East 68th. Street Inc.,

Defendant-Appellant

**AFFIDAVIT  
OF SERVICE  
BY MAIL**

On appeal from the United States District Court  
for the Southern District of New York

State of New York, County of New York

ss.:

Raymond J. Braddick,

agent for Daniel J. Coughlin being duly sworn deposes and says that he is  
Defendants-Appellants the attorney for the above named

herein. That he is over 21 years

of age, is not a party to the action and resides at 8 Mill Lane Levittown, New York

That on the 29th day of July, 1974, he served the within

Appendix and Exhibit Volume

upon Kremer, Krimsky & Luterman P.C.

attorneys for the above named Plaintiffs-Appellees

1 copy of Exh. Volume

by depositing 2 copies of Appendix of the same securely enclosed in a post-paid wrapper  
in the Post Office regularly maintained by the United States Government at

90 Church Street, New York, New York

directed to the said attorney for the Plaintiffs-Appellees

at No. One East Penn Square Philadelphia Pennsylvania

N.Y., that being the address within the state designated by them for that purpose, or the  
place where they then kept an office, between which places there then was and now is a regular  
communication by mail.

Sworn to before me, this 29th.

day of July, 1974

}

*Raymond J. Braddick*

ROLAND W. JOHNSON

Notary Public, State of New York

No. 4609705

Qualified in Delaware County

Commission Expires March 30, 1975